

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

J.D., by and through her next friend TIFFINY BARRACO; A.D., by and through her next friend ANNA KUSSMAUL; A.R., by and through her next friend DANNY RODRIGUEZ; and all others similarly situated,

Plaintiffs,

vs.

MT. DIABLO UNIFIED SCHOOL DISTRICT,

Defendant.

Case No. 3:24-cv-00908-JD

FINAL SETTLEMENT APPROVAL

Following preliminary approval of a proposed classwide settlement, the Court grants final approval. This order is based on a joint proposed order lodged by the parties and modified pursuant to the Court's conclusions and practices.

1) The proposed Settlement Agreement, including Amendment 1 to the Settlement agreement, *see* Dkt. Nos. 40-2, 40-3, is fair, reasonable, and adequate.

2) The class representatives and class counsel have adequately represented the class. Fed. R. Civ. P. 23(e)(2)(A).

3) The Parties have demonstrated that the Settlement Agreement was negotiated at arm's length. Fed. R. Civ. P. 23(e)(2)(B).

4) The injunctive relief provided to the class is adequate considering the costs, risks, and delay of trial and appeal. Fed. R. Civ. P. 23(e)(2)(C)(i).

5) The Settlement Agreement treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2)(C)(i).

The Court incorporates the terms of the Settlement Agreement and maintains exclusive and continuing jurisdiction in this matter until July 17, 2029, unless otherwise ordered by the Court as provided by the Settlement Agreement.

IT IS SO ORDERED.

Dated: July 25, 2025

A handwritten signature in black ink, appearing to be 'J. Donato', written over a horizontal line.

JAMES DONATO
UNITED STATES DISTRICT JUDGE